Postal Regulatory Commission Submitted 2/24/2014 4:07:53 PM Filing ID: 89249 Accepted 2/24/2014

BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS
NON-PUBLISHED RATES 4 (MC2013-27)

Docket No. CP2014-22

CUSTOMER CONTRACT FILING NOTICE FOR
GLOBAL EXPEDITED PACKAGE SERVICES – NON-PUBLISHED RATES 4
VERSION 2 SERIAL NUMBERS ENDING: 0001-0012, 0016 AND 0018
(February 24, 2014)

In compliance with Order No. 1959,¹ the United States Postal Service gives notice of filing Global Expedited Package Services – Non-Published Rates 4 (GEPS NPR 4) customer agreements with serial numbers ending in 0001-0012, 0016, and 0018.² The effective dates for the fourteen agreements filed with this notice are listed below.

The Postal Service is filing these fourteen contracts with the Commission under seal. The fourteen agreements are derived from a common template³ and would appear essentially the same when redacted. Therefore, the Postal Service is filing publicly, as Attachment 1, a representative redacted version of one of these agreements, the redacted version of the customer agreement with serial number NPR4.2-FY14-JAN14-I-T7-0001.

¹ Order No. 1959, Order Approving Change in Prices for Global [Expedited] Package Services — Non-Published Rates 4 (GEPS – NPR 4), Docket Nos. MC2013-27 and CP2014-22, January 10, 2014, at 6.

² The full serial number, which contains fields useful to the Postal Service's administration of the contracts, appears on the first page of each contract and in the text of this Notice.

³ The common template is the GEPS – NPR 4 Version 2 model contract, which was included as Attachment 3 to Notice of the United States Postal Service of Change in Prices for Global Expedited Package Services – Non-Published Rates 4 (GEPS – NPR 4), Docket No. CP2014-22, December 26, 2013 ("GEPS – NPR 4 Version 2 Notice").

The unredacted version of the inputs worksheet that was used to generate customer-specific rate tables for the fourteen agreements for which the Postal Service is providing notice is being filed with the Commission under seal. In addition, the Postal Service is filing publicly with this notice a redacted version of this inputs worksheet.

The Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's December 26, 2013, notice in this docket.⁴ The application protects from disclosure the information that has been redacted from the contract and the inputs worksheet that the Postal Service is filing publicly today with this notice. The application also would protect from disclosure similar information in the additional contracts that the Postal Service is filing today with the Commission under seal in this docket.

SERIAL NUMBER	EFFECTIVE DATE
NPR4.2-FY14-JAN14-I-T7-0001	February 14, 2014
NPR4.2-FY14-JAN14-N-T7-0002	February 18, 2014
NPR4.2-FY14-JAN14-N-T4-0003	February 27, 2014
NPR4.2-FY14-JAN14-N-T4-0004	February 27, 2014
NPR4.2-FY14-JAN14-M-T4-0005	March 1, 2014
NPR4.2-FY14-JAN14-N-T1-0006	March 1, 2014
NPR4.2-FY14-JAN14-N-T2-0007	February 18, 2014
NPR4.2-FY14-JAN14-M-T2-0008	February 24, 2014
NPR4.2-FY14-JAN14-M-T1-0009	February 28, 2014
NPR4.2-FY14-JAN14-N-T7-0010	March 1, 2014

⁴ GEPS – NPR 4 Version 2 Notice, at Attachment 1.

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NPR4.2-FY14-JAN14-N-T7-0011 March	1, 2014
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NPR4.2-FY14-JAN14-N-T4-0012 March 1, 2014

NPR4.2-FY14-JAN14-N-T7-0016 March 5, 2014

NPR4.2-FY14-JAN14-M-T5-0018 March 5, 2014

Respectfully submitted,

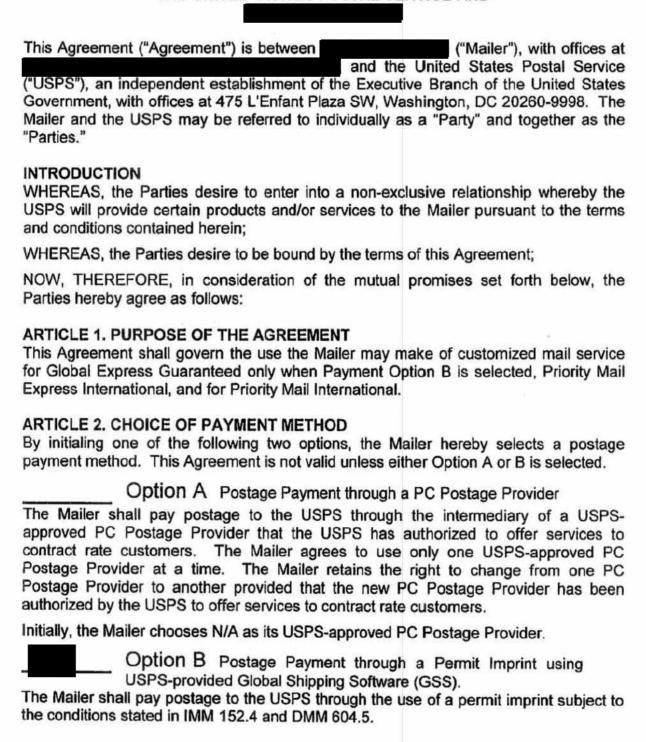
UNITED STATES POSTAL SERVICE By its attorneys:

Anthony F. Alverno Chief Counsel Global Business and Service Development Corporate and Postal Business Law Section

Christopher C. Meyerson Attorney

475 L'Enfant Plaza, S.W., Rm. 6029 Washington, D.C. 20260-1137 (202) 268-7820; Fax -5628 christopher.c.meyerson@usps.gov February 24, 2014

GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND



ARTICLE 3. DEFINITIONS

As used in this Agreement:

- 1. "IMM" means the International Mail Manual as found on the USPS website pe.usps.com on the date of mailing.
- 2. "DMM" means the Domestic Mail Manual as found on the USPS website pe.usps.com on the date of mailing.
- 3. "Effective Date" means the first date on which the USPS is willing to accept Qualifying Mail.
- "PC Postage Provider" means a provider of software-based management of 4. postage accounts, authorized by the USPS to offer services to contract rate customers.
- 5. "Qualifying Mail" means mail that meets the requirements set forth in Article 4 of this Agreement.
- "Non-Qualifying Mail" means mail that does not meet the requirements set forth 6. in Article 4 of this Agreement. Priority Mail Express International and Priority Mail International tendered to the USPS at a Business Mail Entry Unit, at a USPS retail window, or at any commercial mail receiving agency are Non-Qualifying Mail under Option A above.

ARTICLE 4. QUALIFYING MAIL

- Under Option A above, only mail that meets the requirements set forth in IMM 220 for Priority Mail Express International or meets the requirements set forth in IMM 230 for Priority Mail International, with the exception of:
 - Any Flat Rate item: a.
 - b. Any item destined for any country included in Country Group E-1 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740 available at: http://www.gpo.gov/fdsys/pkg/CFR-2014-title15-vol2/pdf/CFR -2014-title15-vol2-part740-appNo-.pdf.
 - C. Any item addressed to persons or entities identified on the Office of Foreign Assets Control's (OFAC's) Specially Designated Nationals List, the Bureau of Industry and Security's (BIS's) Denied Persons List, or BIS's Entities List: and
 - d. Any item tendered on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List, BIS's Denied Persons List, or BIS's Entities List:

shall be considered as Qualifying Mail, except as those requirements conflict with the applicable specific preparation requirements set forth in Article 6.

- 2. Under Option B above, only mail that meets the requirements set forth in IMM 210 for Global Express Guaranteed, or meets the requirements set forth in IMM 220 for Priority Mail Express International, or meets the requirements set forth in IMM 230 for Priority Mail International, with the exception of:
 - Any Flat Rate item: a.

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- b. Any item destined for any country included in Country Group E-1 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740 available at: http://www.gpo.gov/fdsys/pkg/CFR-2014-title15-vol2/pdf/CFR -2014-title15-vol2-part740-appNo-.pdf.
- Any item addressed to persons or entities identified on OFAC's Specially Designated Nationals List, BIS's Denied Persons List, or BIS's Entities List; and
- Any item tendered on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List, BIS's Denied Persons List, or BIS's Entities List;

shall be considered as Qualifying Mail, except as those requirements conflict with the applicable specific preparation requirements set forth in Article 6.

ARTICLE 5. TREATMENT OF NON-QUALIFYING MAIL

- Under Option A and under Option B above, the USPS, at its option and without forfeiting any of its rights under this Agreement, may refuse to accept Non-Qualifying Mail or may accept Non-Qualifying Mail at the applicable published prices.
- Under Option A above, the USPS may accept Non-Qualifying Mail at the applicable published prices and impose a penalty upon the Mailer.

ARTICLE 6. SPECIFIC PREPARATION REQUIREMENTS

- Under Option A above, mailings processed using software provided by a USPSapproved PC Postage Provider that the USPS has authorized to offer services to contract rate customers, must be accompanied by a PS Form 3152 Confirmation Services Certification, or a PS Form 5630 Shipment Confirmation Acceptance Notice, or an equivalent form produced by the PC Postage Provider's software.
- Under Option B above:
 - Mailings of Qualifying Mail must be kept separate from any other type of mail the Mailer tenders.
 - International mailings must be separated from domestic mailings.
 - Mailings processed using Global Shipping Software (GSS) must:
 - Be accompanied by a postage manifest;
 - Be paid for through the use of a Permit Imprint.

ARTICLE 7. OBLIGATIONS OF THE USPS

The USPS hereby agrees:

- 1. <u>Transportation</u> To arrange with carriers to transport Qualifying Mail to international destinations where the proper authority will effect delivery.
- Undeliverable Items To return:
 - a. Priority Mail Express International items refused by an addressee or that are undeliverable, to the Mailer via Priority Mail Express

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- Priority Mail International items refused by an addressee or that are undeliverable, to the Mailer according to the provisions of IMM 771.
- Postage To provide prices for Qualifying Mail paid for and tendered as required by this Agreement.
- Pickup To provide pickup service for Qualifying Mail according to the applicable local agreement, if any, as amended from time to time.
- Confidentiality To seek non-public treatment of information it determines to be eligible for protection from public disclosure under applicable law and practice when it files the Agreement with the Postal Regulatory Commission, or when it files information (including data) in connection with the Agreement in accordance with other regulatory requirements.
- Penalties for Non-Qualifying Mail under Option A To provide the Mailer with an invoice for any penalties imposed as a result of the improper tender of mail.
- Technical Assistance under Option B To provide the Mailer with technical assistance necessary to prepare information linkages, electronic data files, and data exchanges as required for the proper functioning of USPS-provided Global Shipping Software (GSS).

ARTICLE 8. OBLIGATIONS OF THE MAILER - GENERAL

The Mailer hereby agrees:

- Postage To pay postage:
 - a. For Priority Mail Express International and Priority Mail International Qualifying Mail according to the price charts in Annex 1; and
 - For Global Express Guaranteed Qualifying Mail according to the price chart in Annex 2.
- 2. <u>Customs and Export Documentation</u> To provide any necessary documentation, including data provided in electronic format, in connection with each mailing, in the form and at the time specified by the USPS, Customs & Border Protection, Transportation Security Administration, the U.S. Census Bureau, a destination country foreign government, or other authority. The Mailer further understands that the failure to provide any such required documentation may result in refusal at acceptance, delay in processing, involuntary seizure by customs authorities, and/or return of mail to the sender.
- 3. <u>Customs and Export Requirements</u>. To comply with any regulation or order promulgated by the USPS, OFAC, the U.S. Department of the Treasury, the U.S. Census Bureau, BIS, the U.S. Department of Commerce, the U.S. Department of State, the U.S. Customs & Border Protection, the U.S. Fish and Wildlife Service, the Transportation Security Administration, a destination country foreign government, or other governmental unit, according to any requirements specified by those authorities. See IMM 5 for additional information.

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4. Tender Not to:

- Tender or attempt to tender any item under this Agreement that is destined for any country included in Country Group E-1 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740 available at: http://www/gpo.gov/fdsys/pkg/CFR-2014-title15-vol2/pdf/CFR-2014-title15vol2-part740-appNo-pdf:
- b. Tender or attempt to tender any item addressed to persons or entities identified on OFAC's Specially Designated Nationals List, BIS's Denied Persons List, or BIS's Entities List:
- Tender or attempt to tender any item on behalf of third parties or entities C. identified on OFAC's Specially Designated Nationals List, BIS's Denied Persons List, or BIS's Entities List.
- 5. Confidentiality To treat as confidential and not disclose to third parties, absent express written consent by the USPS, any information related to this Agreement that is treated as non-public by the Postal Regulatory Commission.
- 6. To pay any fines or penalties as well as any other expenses, damages, and/or charges, including any applicable duties, taxes, and/or fees that result from an action of any other governmental entity that regulates exports and/or imports in relation to any item tendered under this agreement, or that results from the Mailer's failure to comply with applicable laws and regulations of the origin country, destination country, or any country through which a mailing tendered under this Agreement passes (including failure to provide necessary documentation and/or failure to obtain any required license or permit).
- 7. Advance Notification To provide the Manager, Customized Mail, USPS, via email to icmusps@usps.gov with notification of the Mailer's intent to tender Qualifying Mail under this Agreement that requires a license from OFAC, BIS, or the U.S. Department of State not less than ten (10) days prior to tender of such items.

ARTICLE 9. ADDITIONAL OBLIGATIONS OF THE MAILER UNDER OPTION A The Mailer, having selected Option A above, hereby agrees:

- 1. Advance Notification To provide the Manager, Customized Mail, USPS, via email to icmusps@usps.gov with notification of the Mailer's intent to change PC Postage Providers and the name of the new PC Postage Provider the Mailer intends to use at least twenty (20) days in advance of the anticipated change from one PC Postage Provider to another:
- Tender To present the mailings to the USPS at any of the following locations in 2. accordance with the scheduling procedures in place at the appropriate acceptance site(s).
 - JOHN F KENNEDY AIRPORT MAIL CENTER a. US POSTAL SERVICE JOHN F KENNEDY INTERNATIONAL AIRPORT BLDG 250 JAMAICA NY 11430-9998

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- b. JT WEEKER INTERNATIONAL SERVICE CENTER US POSTAL SERVICE 11600 WEST IRVING PARK ROAD CHICAGO IL 60666-9998
- LOS ANGELES INTERNATIONAL SERVICE CENTER C. US POSTAL SERVICE 5800 WEST CENTURY BLVD LOS ANGELES CA 90009-9998
- d. SAN FRANCISCO INTERNATIONAL SERVICE CENTER US POSTAL SERVICE 660 WEST FIELD ROAD SAN FRANCISCO CA 94128-3161
- MIAMI INTERNATIONAL SERVICE CENTER e. US POSTAL SERVICE 11698 NW 25TH ST MIAMI FL 33112-9997
- 3. Software To apply address labels and Customs declarations to Qualifying Mail using the software provided by the USPS-approved PC Postage Provider which the Mailer has identified as its selected postage payment intermediary.
- 4. Postage Due To pay any postage due to the USPS as a result of discrepancies between the actual PC postage applied to the mailings and the postage required under this Agreement.
- 5 Penalty for the Improper Tender of Mail To pay:
 - a. Any penalty the USPS may assess under the terms of Article 33 for the improper tender of mail provided that the USPS has provided the Mailer with notice of the number of pieces of Non-qualifying Mail and an invoice for the total dollar amount of the penalty due;
 - b. The amount of the assessed penalties within thirty (30) days of the date of the invoice. All invoices that are not paid within thirty (30) days will incur

Any invoicing discrepancies will be resolved subsequent to payment of the invoice. In addition the USPS reserves the right to pursue other available remedies.

ARTICLE 10. ADDITIONAL OBLIGATIONS OF THE MAILER UNDER OPTION B

The Mailer, having selected Option B above, hereby agrees:

- 1. Advance Notification To provide:
 - The Manager, Customized Mail, USPS, via e-mail to icmusps@usps.gov, a. with notification of new permit numbers used for Qualifying Mail one week in advance of using the new permit numbers. The message should include the permit number, the city, state, and ZIP Code where the permit is held, the name of the permit owner, and the requested implementation date.

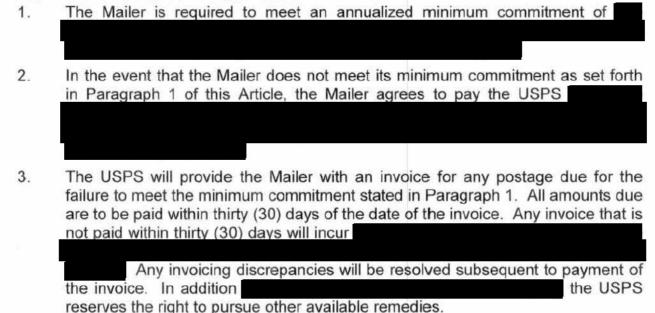
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- b. The appropriate USPS acceptance site(s) with notice of intent to mail.
- 2. Tender To present the mailings to the USPS at any of the following locations in accordance with the scheduling procedures in place at the appropriate acceptance site(s).
 - JOHN F KENNEDY AIRPORT MAIL CENTER US POSTAL SERVICE JOHN F KENNEDY INTERNATIONAL AIRPORT BLDG 250 JAMAICA NY 11430-9998
 - b. JT WEEKER INTERNATIONAL SERVICE CENTER US POSTAL SERVICE 11600 WEST IRVING PARK ROAD CHICAGO IL 60666-9998
 - LOS ANGELES INTERNATIONAL SERVICE CENTER C. US POSTAL SERVICE 5800 WEST CENTURY BLVD LOS ANGELES CA 90009-9998
 - SAN FRANCISCO INTERNATIONAL SERVICE CENTER d. US POSTAL SERVICE 660 WEST FIELD ROAD SAN FRANCISCO CA 94128-3161
 - MIAMI INTERNATIONAL SERVICE CENTER e. US POSTAL SERVICE 11698 NW 25TH ST MIAMI FL 33112-9997
- 3. Address Labels and Customs Declarations. To create
 - Address labels for Global Express Guaranteed, Priority Mail Express a. International, Priority Mail International Qualifying Mail using USPSprovided Global Shipping Software (GSS):
 - Customs declarations: b.
 - i. For Priority Mail Express International, and Priority Mail International Qualifying Mail using USPS-provided Global Shipping Software (GSS);
 - For Global Express Guaranteed Qualifying Mail using USPSii. provided Global Shipping Software (GSS) and the procedures detailed in USPS Publication 141 Global Express Guaranteed Service Guide
- 4. Information Link To establish the necessary linkages with the USPS so that:
 - a. The Mailer and the USPS can exchange data transmissions concerning the Mailer's packages:

- b. The USPS can, at the Mailer's request, extract information by scanning the Mailer-provided barcode on each package.
- 5. Data Transmission To exchange electronic information with the USPS according to the instructions the USPS provides.

ARTICLE 11. MINIMUM COMMITMENT



ARTICLE 12. TERM OF THE AGREEMENT

The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the signed Agreement from the Mailer. The Agreement shall remain in effect for one calendar year from the Effective Date or the last day of the month which falls one calendar year from the Effective Date, whichever is later, unless terminated sooner pursuant to Article 13 or Article 14

ARTICLE 13. TERMINATION OF THE AGREEMENT

- Either Party to this Agreement, in its sole discretion, may terminate the 1. Agreement for any reason, without cost, fault, or penalty, except as provided for in paragraph 2 below, regardless of whether either Party is in default, upon a thirty (30) day written notification, unless a time frame longer than thirty (30) days that falls within the term of the Agreement is indicated by the terminating Party.
- 2. In the event that this Agreement is terminated for any reason before the termination date provided for in Article 12, any penalties arising under Articles 9, 33, and 34, or any one of them, shall be enforceable, and the minimum commitment in Article 11 shall be enforceable but shall be calculated on a pro rata basis to reflect the actual duration of the Agreement.

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ARTICLE 14. MODIFICATION OF THE AGREEMENT

- 1. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement, with the exception of changes to prices under the terms of Article 15, shall be binding only if placed in writing and signed by each Party.
- 2 Modifications may be contingent upon any and all necessary approvals by USPS management's executive committee, the Board of Governors of the USPS, the Governors of the USPS, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS.
- 3. If such approvals are required, the modifications will not become effective until such time as all necessary approvals are obtained.
- 4. The USPS will notify the Mailer of the date the modification becomes effective within thirty (30) days after receiving the approval of the entities that have oversight responsibility for the USPS.
- 5. The USPS shall have no obligation to notify the Mailer of the status of the approval process or of potential fulfillment of the approval process.
- Any changes to or modification of the local agreement referred to in Article 7. 6. Paragraph 4 are not subject to the provisions of this Article.

ARTICLE 15. POSTAGE UPDATES

- 1. In the event that the USPS incurs an increase in costs associated with providing this service, the USPS shall notify the Mailer and modify the prices established under this Agreement.
- 2. The USPS will give the Mailer thirty (30) days' notice of changes to the prices in Annex 1 and Annex 2.
- 3. Any revision of prices in Annex 1 and Annex 2 shall not be retroactive.
- 4 No price shall increase beyond the non-discounted published price for the affected service.

ARTICLE 16. CUSTOMS DUTIES AND TAXES

Customs duties, taxes, and/or fees for packages mailed under this Agreement are the responsibility of the addressee.

ARTICLE 17. ENTIRE AGREEMENT AND SURVIVAL

This Agreement, including all Annexes thereto and any corresponding written local pickup agreement, shall constitute the entire agreement between the Parties regarding customized prices for Priority Mail Express International, Priority Mail International, and Global Express Guaranteed commencing on the Effective Date of the Agreement, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement. The provisions of Article 7, Paragraph 5; Article 8, Paragraph 5; and Article 19 shall expire ten (10) years from the date of termination or expiration of this Agreement.

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ARTICLE 18. FORCE MAJEURE

Neither Party shall be liable for its failure to perform under the terms of this Agreement due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages; governmental laws, ordinances, rules and regulations, whether valid or invalid; court orders whether valid or invalid; inability to obtain material, equipment or transportation; and any other similar or different contingency.

ARTICLE 19. CONFIDENTIALITY

The Mailer acknowledges that this Agreement and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding. The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Agreement must be filed. The Mailer further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets, including PRC Docket Numbers ACR2014 and/or ACR2015. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the PRC for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. The docket number in which this Agreement will be filed is CP2014-22.

ARTICLE 20. EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.

ARTICLE 21: INTELLECTUAL PROPERTY, CO-BRANDING AND LICENSING

The Mailer is allowed the use of the words "Global Express Guaranteed," "Priority Mail Express International," and "Priority Mail International" and the acronyms "GXG," "PMEI," and "PMI." The Parties acknowledge that in the service of marketing the products under this Agreement that such product marketing may be enhanced through the use of co-branding or the use of each Party's trademarks, logos or intellectual property. In such instances, the Parties acknowledge and agree that any use shall be subject to separate written agreements. The Parties acknowledge and agree that neither Party shall use the other Party's trademarks, logos or intellectual property until such time that a license for such use has been executed by the Parties and all laws and regulations required for such license's effectiveness have been perfected, which shall include but not be limited to any recordation requirements.

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ARTICLE 22. LIMITATION OF LIABILITY

- 1. The liability of the USPS under this Agreement shall be limited to the refund of postage for Qualifying Mail that is lost or destroyed in bulk after being tendered to the USPS and prior to being received by the delivery authority outside of the United States. The USPS shall not be liable for any actual or consequential damages suffered by the Mailer as a result of late delivery or non-delivery of any Qualifying Mail.
- The USPS shall not be liable for any loss or expense, including, but not limited to fines and penalties, for the Mailer's or any other person's failure to comply with any export laws, rules, or regulations.
- The USPS shall not be liable for any act or omission by any person not employed or contracted by the USPS, including any act or omission of the Mailer, the Mailer's customer, or the recipient of an item tendered under this Agreement.
- Priority Mail Express International and Priority Mail International Qualifying Mail
 mailed under this Agreement are not guaranteed against delay in delivery.
 Neither indemnity payments nor postage refunds will be made in the event of
 delay.
- Global Express Guaranteed Qualifying Mail mailed under this Agreement is insured against delay in delivery in accordance with USPS Publication 141 Global Express Guaranteed Service Guide.
- The USPS bears no responsibility for the refund of postage for Qualifying Mail in connection with actions taken by Customs authorities.

ARTICLE 23, INDEMNITY

The Mailer shall indemnify and save harmless the USPS and its officers, directors, agents, and employees from any and all claims, losses, costs, damages, or expenses or liabilities, including but not limited to penalties, fines, liquidated damages, charges, taxes, fees, duties, or other money due ("Claims") growing out of or connected in any other way with the discharge by the Mailer or its agents(s) of any undertaking contained in this Agreement, including Claims that result from the noncompliance of the Mailer with the laws of the United States and other countries.

ARTICLE 24. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with United States federal law.

ARTICLE 25. SUSPENSIONS OF MAIL SERVICE

In the event that a suspension of either Priority Mail Express International or Priority Mail International service from the United States to a country would prevent delivery of Qualifying Mail to addressees in that country, the Mailer shall not tender Priority Mail Express International or Priority Mail International, as appropriate, to the USPS until service is restored. The annualized minimum commitment for Qualifying Mail set forth in Article 11 shall be recalculated *pro rata* to reflect the reduction in available service time.

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ARTICLE 26. ASSIGNMENT

The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

ARTICLE 27, NO WAIVER

The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if such forbearance or waiver had not occurred.

ARTICLE 28. PARAGRAPH HEADINGS AND REFERENCE CITATIONS

The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement. All citations to provisions in the DMM and IMM within this Agreement are intended to refer to the substantive information found within the cited section(s) at the time this Agreement was drafted. Subsequent changes to the citations or the relevant substantive information due to published revisions of the DMM or IMM shall be applicable to this Agreement upon the effective date of such revisions.

ARTICLE 29. MAILABILITY, EXPORTABILITY, AND IMPORTABILITY

All items mailed under this Agreement must conform to the mailability requirements of the USPS as detailed in IMM 130; all applicable United States laws and regulations, including export control and customs laws and regulations; and all applicable importation restrictions of the destination countries. For each item mailed under this Agreement, the Mailer is responsible for determining export and import requirements. obtaining any required licenses and permits, and ensuring that the recipient of the item is authorized by the laws of the United States and destination countries to receive the item. The Mailer is solely responsible for the exportation and importation status of the products mailed under this Agreement as detailed in IMM 112.

ARTICLE 30 WARRANTIES AND REPRESENTATIONS

The Mailer warrants and represents that the Mailer is not subject to, and is not related to, an entity that is subject to a temporary or other denial of export privileges by BIS and that the Mailer is not listed on BIS's Entity List or OFAC's Specially Designated Nationals List

ARTICLE 31. NOTICES

All notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed via Express Mail to the following individuals:

To the USPS:

Managing Director, Global Business and Vice President United States Postal Service 475 L'Enfant Plaza SW Room 1P830 Washington, DC 20260-0830

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To the Mailer:

or via e-mail:

To the United States Postal Service at: icmusps@usps.gov

To the Mailer at:

ARTICLE 32. COUNTERPARTS

The Parties may execute this Agreement in one or more counterparts (including by facsimile or by electronic means such as .pdf format), not all Parties need be signatories to the same documents, and all counterparty-signed documents shall be deemed an original and one instrument.

ADDITIONAL ARTICLES WHICH APPLY UNDER OPTION A ABOVE

ARTICLE 33, PENALTY FOR THE IMPROPER TENDER OF MAIL

The penalty for the improper tender of mail under Option A shall be

ARTICLE 34. FRAUD

Under Option A above, the Mailer understands that providing false information with the intent to access discounted rates through the use of a PC Postage Provider may subject the Mailer to criminal and/or civil penalties, including fines and imprisonment.

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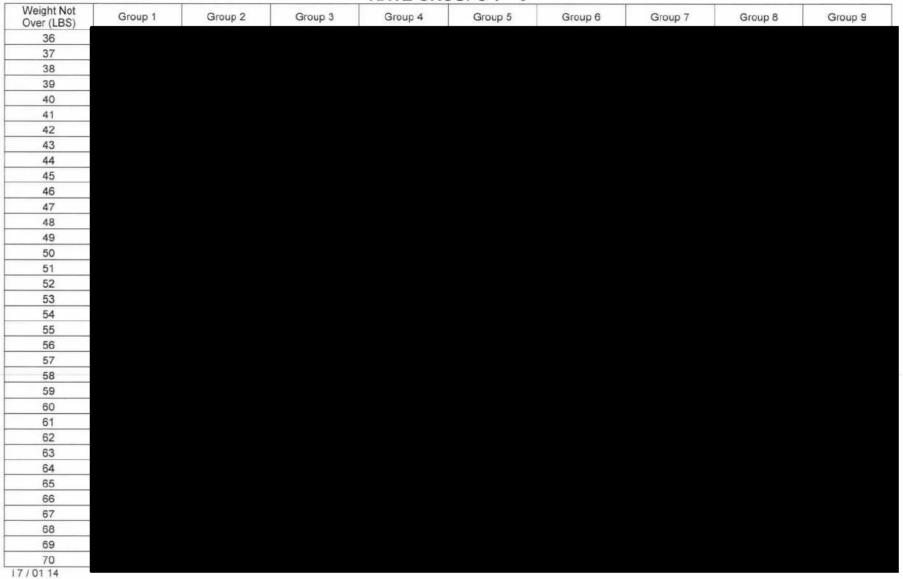
In witness whereof, each Party to this Agreement has caused it to be executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHAI	LF OF THE UN	IITED STATES POSTAL SERVICE:
	Signature:	Teranle A. Cebello
	Name:	Frank A. Cebello
	Title:	Executive Director, Global Business Management
	Date:	1/29/14
ON BEHAI	LF OF	
	Signature:	
	Name:	
	Title:	
	Date:	1/24/14
Annex 1		FOR PRIORITY MAIL EXPRESS INTERNATIONAL AND TY MAIL INTERNATIONAL
Annex 2	PRICES	FOR GLOBAL EXPRESS GUARANTEED

RATE GROUPS 1 - 9

				NAIL OIL	70131-3				
Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
0.5									
1									
2									
3									
4									
5									
6									
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8									
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RATE GROUPS 1 - 9



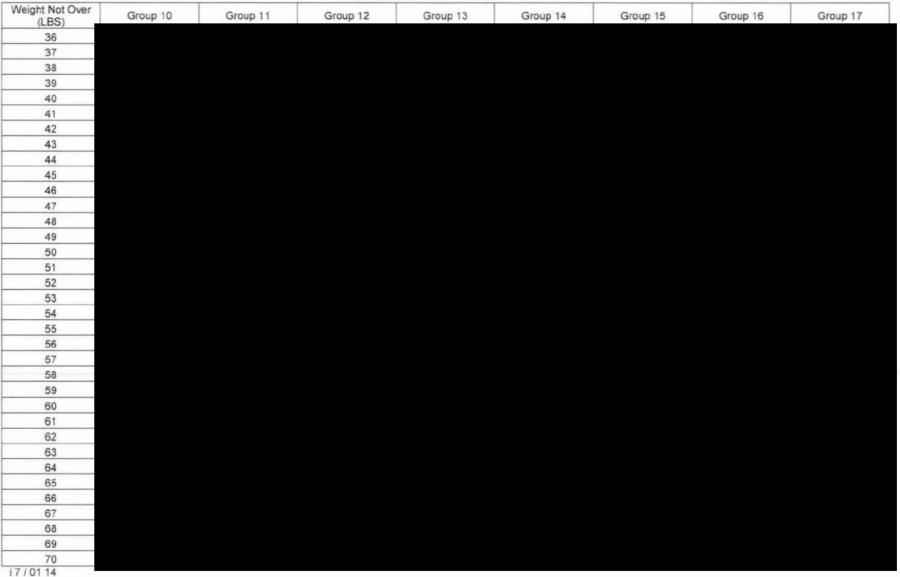
RATE GROUPS 10 - 17

Weight Not Over (LBS)	Group 10	Group 11	Group 12	Group 13	Group 14	Group 15	Group 16	Group 17
(LBS)	Group to	Gloup II	Gloup 12	Group 13	Gloup 14	Gloup 15	Group 16	Group 17
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11 12								
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31								
32								
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34								
35 i 7 / 01 14								

Confidential

USPS /

RATE GROUPS 10 - 17



Confidential

USPS / 1/2014

RATE GROUPS 1 - 9

Weight Net												
Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9			
1												
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3												
4												
5												
6												
7												
8												
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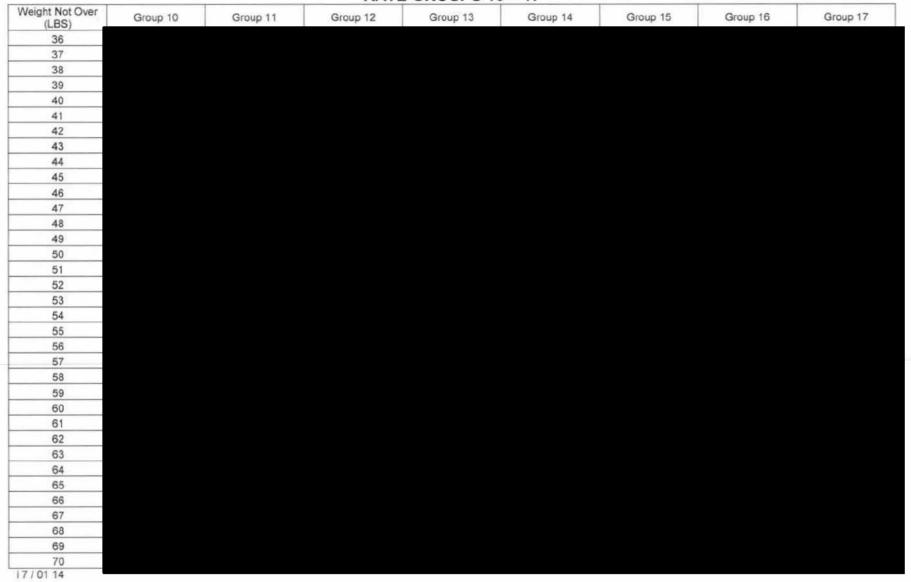
RATE GROUPS 1 - 9

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
Over (LBS)	G. Cup	O. Cap a	S. Cap	Great 1	0.000	oroup o	Oloop 1	Greap	Group c
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69									
70 7 / 01 14									

RATE GROUPS 10 - 17

KATE GROOFS 10 - 17												
Weight Not Over (LBS)	Group 10	Group 11	Group 12	Group 13	Group 14	Group 15	Group 16	Group 17				
1												
2												
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RATE GROUPS 10 - 17



ANNEX 2 PRICES FOR GLOBAL EXPRESS GUARANTEED

RATE GROUPS 1 - 8

Weight Not Over	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8
(LBS)						7.57		ಜನನಿಗಳು
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31								
32								
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34								
35 gxq X / 01 14	Note: For items no							

Note: For items not in USPS-supplied Global Express Guaranteed envelopes, the chargeable weight is determined by comparing the dimensional weight (Length x Width x Height)/166 versus the actual weight. Whichever cost is greater of the two is the one that will be charged for a Global Express Guaranteed shipment.

ANNEX 2 PRICES FOR GLOBAL EXPRESS GUARANTEED

RATE GROUPS 1 - 8



Note: For items not in USPS-supplied Global Express Guaranteed envelopes, the chargeable weight is determined by comparing the dimensional weight (Length x Width x Height)/166 versus the actual weight. Whichever cost is greater of the two is the one that will be charged for a Global Express Guaranteed shipment.